

PROVIDENCE CITY COUNCIL MEETING AGENDA

January 27, 2015 6:00 p.m.

15 South Main, Providence UT

The Providence City Council will begin discussing the following agenda items at 6:00 p.m. Anyone interested is invited to attend.

Call to Order: Mayor Calderwood

Roll Call of City Council Members: Mayor Calderwood

Pledge of Allegiance:

Approval of the minutes

Item No. 1. The Providence City Council will consider approval of the minutes of January 13, 2015 City Council meeting.

Item No. 2. The Providence City Council will consider approval of the minutes of January 20, 2015 Joint Council meeting with Hyrum City and Nibley City.

Public Comments: Citizens may appear before the City Council to express their views on issues within the City's jurisdiction. Comments will be addressed to the Council. Remarks are limited to 3 minutes per person. The total time allotted to public comment is 15 minutes. The City Council may act on an item, if it arose subsequent to the posting of this agenda and the City Council determines that an emergency exists.

Item No. 1. CLG Grant Proposal. The Providence City Council will consider a proposal from the Providence City Historic Preservation Commission to apply for a 2015 Certified Local Government (CLG) grant.

Item No. 2. Verizon Agreement. The Providence City Council will consider a Land Lease Agreement with Verizon Wireless (VAW) LLC.

Item No. 3. Ordinance No. 2015-005. The Providence City Council will consider for adoption an ordinance amending Providence City Code Title 7 Public Ways and Property, Chapter 6 Canals and Watercourses by amending Section 2 Cleaning and Repair.

Item No. 4. Discussion. The Providence City Council will discuss the proposed Hyrum/Nibley/Providence wastewater treatment facility.

Staff Reports: Items presented by Providence City Staff will be presented as information only.

Council Reports: Items presented by the City Council members will be presented as informational only; no formal action will be taken. The City Council may act on an item, if it arose subsequent to the posting of this agenda and the City Council determines that an emergency exists.

Executive Session:

Item No. 1. The Providence City Council may enter into a closed session to discuss land acquisition or the sale of real property Utah Code 52-4-205(1) (d) and (e).

Item No. 2. The Providence City Council may enter into a closed session discuss pending litigation Utah

Code 52-4-205(1) (c).

Item No. 3. The Providence City Council may enter into a closed session as allowed by Utah Code 52-4-205(1) (a)

Agenda posted the 22 day of January 2015.


Skarlet Bankhead
City Recorder

If you are disabled and/or need assistance to attend council meeting, please call 752-9441 before 5:00 p.m. on the day of the meeting.

Pursuant to Utah Code 52-4-207 Electronic Meetings – Authorization – Requirements the following notice is hereby given:

- Providence City Ordinance Modification 015-2006, adopted 11/14/2006, allows City Council member(s) to attend by teleconference.
- The anchor location for this meeting is: Providence City Office Building, 15 South Main, Providence, UT.
- Member(s) will be connected to the electronic meeting by teleconference.

PROVIDENCE CITY COUNCIL MEETING

15 South Main, Providence UT

January 13, 2015 6:00 pm

Call to Order: Mayor Calderwood
Roll Call of City Council Members: Mayor Calderwood
Attendance: Bill Bagley, Jeff Baldwin, Ralph Call, John Drew, John Russell
Pledge of Allegiance: Mayor Calderwood

Approval of the Minutes

Item No. 1. The Providence City Council will consider approval of the minutes December 9, 2014 City Council meeting.

Motion to approve minutes: J Baldwin, second – J Russell

- Page 1 – no comment on public hearing.
- Page 3, Line 34 – alcohol not liquor

Vote: Yea: B Bagley, J Baldwin, R Call, J Drew, J Russell

Nay: None

Abstained: None

Excused: None

Public Comments: Citizens may appear before the City Council to express their views on issues within the City's jurisdiction. Comments will be addressed to the Council. Remarks are limited to 3 minutes per person. The total time allotted to public comment is 15 minutes The City Council may act on an item, if it arose subsequent to the posting of this agenda and the City Council determines that an emergency exists.

- Sandra Checketts read a prepared statement regarding the commercial business Custom Countertops. She gave a handout to the Council for their consideration during Executive Session tonight. See attached statement.

Business Items:

Mayor commented that Business Items No. 2 and No. 7 have been pulled from the agenda tonight.

Item No. 1. Resolution No. 001-2015. The Providence City Council will consider for adoption a resolution appointing Mary Hubbard to the Providence City Appeal Authority.

Motion to appoint Mary Hubbard: J Russell, second – J Drew

- M Hubbard answered questions from the council. She is a resident and has been on the appeal authority before. She has sat on four cases that have come before the authority. Because of conflict of interest, she was not able to sit in on the last appeal. There has been a resignation so she is before the council for approval tonight.

Vote: Yea: B Bagley, J Baldwin, J Drew, J Russell

Nay: R Call

Abstained: None

Excused: None

Item No. 2. CLG Grant Proposal. The Providence City Council will consider a proposal from the Providence City Historic Preservation Commission to apply for a 2015 Certified Local Government (CLG) grant.

- This item was pulled from the agenda. No representative from Providence City Historic Preservation Commission was able to attend tonight's meeting.

Item No. 3. Ordinance No. 2015-001. The Providence City Council will consider for adoption an ordinance amending the Providence City zoning district(s) and zoning map by changing the zone of a 2.03 (+/-) acre parcel located generally at 196 west 100 north from Single-Family Traditional (SFT) to

Commercial.

Motion to approve Ordinance 2015 – 001: J Russell, second – J Drew

See attached Ordinance Sheet and list of citizens opposed to the rezone.

- Heather Hansen lives across street from the property. She has been before Planning Commission twice before. She opposes the rezone. Gave a list of people she has talked to who are opposed to rezone to the Council.
- Alese Crockett lives south of the property. She opposes the rezone. Has small children and feels it would not be desirable to have this property rezoned as commercial.
- Ashton Young lives across the street north and is opposed to rezoning. Does not know what type of business would be going into that property if zoned commercial. He likes his current view and does not want that obscured. Industrial pollution such as noise, sights, sounds, smells, types of or increased traffic are all concerns for him.
- R Call asked if Mr. Young thought there were any kinds of commercial businesses that could go in that would please him. Mr. Young said no. He said subdividing the property would be okay.
- John Mock, resident of Providence. He asked if the property in question is part of the historic district, also has traffic concerns. Feels residential would be better.
- R Call said it is in the historical district.
- Jamison Fargo, 100 W. in Providence. Asked if a traffic study has been done for that area. Feels that street is the gateway into the residential heart of the city. Feels rezoning commercial would change dynamic.
- Bryan Carlson shares 200 feet of property line with the property in question, lives on north east side. Also opposes rezone. Historical homes, loss of home value, children walk along this property going/coming from school.
- Harley Christensen lives east of property up for rezone. He and wife moved to Providence because of the neighborhood dynamic. Opposes rezone.
- Boyd Hansen, opposes rezone. Feels the rezone would destroy the feel of the city.
- Brian Bingham lives ½ block north. Opposes the rezone, likes the current delineation between business and residential areas in Providence. Has concerns about traffic, feels like there are already traffic concerns. Feels a subdivision would add limited traffic, but that would be better than traffic a commercially zoned property might bring.
- Mayor Calderwood read Planning Commission's recommendation to not grant the rezone.
- R Call said this also came before DRC, who also recommends the rezone not be granted.
- J Baldwin said he does not feel there would be any benefit to the city to rezone.
- J Russell also opposes the rezone.
- B Bagley commented there is no plan for that property being rezoned. No site plan, no master plan, etc. He is opposed to the rezone.
- J Drew commented that he appreciates the input of the residents and thanked them for coming to voice their concerns. He invited them to return to council meetings in the future.

Vote: Yea: None

Nay: B Bagley, J Baldwin, R Call, J Drew, J Russell

Abstained: None

Excused: None

Item No. 4. Ordinance No. 009-2014. The Providence City Council will consider for adoption an ordinance amending Providence City Code Title 3 Chapter 7 Alcohol License and Regulations to clarify it is the burden of the applicant to comply with state code.

Motion to adopt Ordinance No. 009-2014: J Baldwin, second – J Drew

- J Russell clarified this is not changing any of Providence City code, but rather making sure it is

the burden of the applicant to comply with state code. Reviewed the proposed changes. This came about because legal counsel suggests we follow state code.

- J Drew asked if the council was able to clarify exactly what state code says. J Russell said that is what the change is – that the city follows whatever state code says.
- S Bankhead looked up and read current state code 32B-1-202.
- B Bagley commented that following state code makes the city ordinance less restrictive.
- R Call said he was in favor of dry so opposes loosening the ordinance.

Vote: Yea: B Bagley, J Baldwin, J Drew, J Russell

Nay: R Call

Abstained: None

Excused: None

Item No. 5. Ordinance No. 2015-002. The Providence City Council will consider for adoption an ordinance amending Providence City Code Title 1 Administration Chapter 6 Mayor and Council.

Motion to adopt Ordinance No. 2015-002: B Bagley, second – J Baldwin

- S Bankhead said this makes our ordinance more in compliance with state code. Our current ordinance lacks some specifics and this clarifies our ordinance, ie., which form of government the city operates under, eligibility, members and terms, role of the mayor in our type of government, mayor pro-tem. Meeting times and dates are now codified, as well as procedure for changing venue of meeting, etc. What constitutes a quorum is also clarified.
- B Bagley asked about line 25 and 28 on page 1, elections question.
- S Bankhead said that refers to municipal elections in odd years, county and state elections in even years.
- J Russell, line 36 through 38 – when the mayor can vote. Line 2 – Providence does not have a municipal manager. S Bankhead said if we did have managers, then the mayor would vote, as per state code.
- J Russell also had a question about restrictions of mayor's powers, duties and functions. S Bankhead said this language is required by state code.

Vote: Yea: B Bagley, J Baldwin, R Call, J Drew, J Russell

Nay: None

Abstained: None

Excused: None

Item No. 6. Ordinance No. 2015-003. The Providence City Council will consider for adoption an ordinance amending Providence City Code Title 4 Chapter 1 Nuisances including but not limited to adding: Words, Terms, and Phrases; amending Duty of Maintenance of Private Property by adding requirements regarding ditches, waterways, and compost piles; amending Storage of Personal Property by adding: outdoor furniture restrictions, and unsheltered inoperable motor vehicle restrictions.

Motion to adopt Ordinance No. 2015 – 003: B Bagley, second – J Drew

- J Baldwin feels this is too restrictive. Asked why lumber is considered a trash item and feels it is being singled out as a nuisance item. Are we making the property owner responsible for city property in right of way?
- Mayor Calderwood commented that even though the city owns the right of way, the property owner should keep that right of way clutter free – park strip in particular.
- J Baldwin also had a question about vehicle tires, auto parts and bodies. Feels like this could be difficult for automotive enthusiasts. Who decides what is junk and what is not?
- Mayor Calderwood commented that this is an attempt to address a fine line between what is considered a nuisance and what is not. It is a difficult matter between property rights and the appearance of the city.

- 1 • J Drew commented that it's not a question of one type of item being collected over another, but
- 2 rather an accumulation of whatever types of materials creates an eyesore.
- 3 • J Baldwin also commented on the outdoor furniture restrictions, extra sets of car tires,
- 4 automotive parts and cars, etc. He feels this is too restrictive. His concern is the complaining
- 5 citizen that is going to be eccentric. Extremely restrictive ordinances open the flood gate to
- 6 those types of citizens. He feels that what we currently have more than covers a nuisance
- 7 complaint.
- 8 • R Call says he feels we shouldn't modify the ordinance if we aren't enforcing the existing
- 9 ordinance.
- 10 • J Drew said he feels this make the ordinance easier to enforce.
- 11 • R Call disagrees.
- 12 • B Bagley said these suggestions come from Kevin Fife so we have backing when the city tries to
- 13 enforce the ordinance.
- 14 • Mayor Calderwood asked if the current ordinance is sufficient, why was he stopped from
- 15 enforcing it.
- 16 • R Call said the specific situation being referenced was too abrupt and a violation of the citizen's
- 17 right. He also feels the city does not have uniform enforcement. If we have a nuisance ordinance
- 18 it needs to be enforced across the board.
- 19 • S Bankhead said then the language restricting enforcement needs to be taken out of the
- 20 ordinance.
- 21 • R Call said we need to enforce in a uniform way and that is not being done. Everyone needs to
- 22 have the same kind of treatment, regardless of compliant or complaining neighbors.
- 23 • Mayor Calderwood said this ordinance now addresses some of the current issues the City is
- 24 dealing with. The city does not go out policing properties; however, legitimate complaints are
- 25 pursued.
- 26 • S Bankhead said a committee could be hired and that committee could go around and do the
- 27 type of enforcement being discussed. Funding would have to be allocated. She does not feel like
- 28 that is really what the council wants as it could be too invasive.
- 29 • B Bagley said there needs to be some type of list of what is acceptable and what is not. If the
- 30 proposed language needs to be fine-tuned, it should be done.
- 31 • J Russell commented that in order to have teeth, the ordinance does need specifics, which was
- 32 the intent of what has been written. However, it does seem the proposed changes need some
- 33 work.
- 34 • J Drew said when he was campaigning, he felt the biggest concerns of the citizens were that the
- 35 city be consistent in following the ordinance.

36 **Motion to continue this discussion: J Baldwin, second – J Drew**

37 **Vote: Yea: B Bagley, J Baldwin, R Call, J Drew, J Russell**

38 **Nay: None**

39 **Abstained: None**

40 **Excused: None**

- 41 • J Baldwin suggested if any council member has a concern they are passionate about, to please
- 42 forward the information to either himself or J Russell. Mayor said that needs to be submitted by
- 43 next week and that whatever is submitted will have to be presented to the attorney.

44 ~~**Item No. 7. Ordinance No. 2015-004. The Providence City Council will consider for adoption an**~~

45 ~~**ordinance amending Providence City Code Title 3 Business and License Regulation Chapter 1 General**~~

46 ~~**License Provisions Section 3 Business License Required; Penalty by changing the penalty for failure to**~~

47 ~~**obtain a business license. This item is being pulled from the agenda.**~~

Staff Reports: Items presented by Providence City Staff will be presented as information only.

- R Eck – sent his report to the council. Asked if they had any questions.
 - J Russell asked how the plowing went last night with the storm.
 - R Eck said it wasn't a big storm and all went well.
 - J Drew commented that there was a note from Harli that the UPS driver thought the roads in Providence were the best plowed in the valley and he appreciated driving in this part of Cache Valley.
 - Water and sewer are looking good. Randy made a report to the state in regards to the deficiencies in the storm water audit. The state accepted that report.
 - Tractor Supply is in the process of installing fixtures in their building. There is currently no open date.
 - Dental Office on 100 North is moving along.
- S Bankhead – handed out check register for December 2014 and answered questions from Council members.
 - J Russell handed out a two year draft of revenue.
 - S Bankhead: State legislature feels transparency is extremely important. They want to make sure the public knows how monies are spent. This packet was posted to our website and the state website. Any information reported in this meeting will also be posted.
 - There are also a couple of meetings that are required annually. Staff went to a discrimination/violence workshop to meet one of those requirements.
 - We also need a workshop on open meetings. Dave Church's seminar on open meeting laws will be about 35 minutes and can be part of a city council meeting. Electronic meetings are permissible, which means if you send an email to or call three or more council members; that needs to be made public. Any correspondence that affects city business and involves more than two council members is considered a meeting and the information needs to be disclosed, it does not matter if you are using a personal or a city-owned phone. Do not delete emails regarding city business.
 - R Call requested a copy of the specific code.

Council Reports: Items presented by the City Council members will be presented as informational only; no formal action will be taken. The City Council may act on an item, if it arose subsequent to the posting of this agenda and the City Council determines that an emergency exists.

- J Baldwin – Planning and Zoning met Saturday and drove to certain areas of the city to look at roads for the master plan.
- J Russell – nothing further to report.
- R Call – nothing to report.
- J Drew – Was asked by the mayor to look into issues with Logan city finances regarding transfers of solid waste and waste water. He is still working on that assignment.
- B Bagley – tax revenue is flat, but comparable to a year ago.
- Mayor Calderwood:
 - Interlocal Agreement meeting on Wednesday, January 14 at 10 am. Mayor will report back to council on the meeting.
 - January 20th at 6:20 meeting with Hyrum, Nibley and Providence at Nibley City Office building with Zion's Bank on aqua engineering study.
 - Handed out report from Department of Water Quality and reviewed and discussed it.
 - S Bankhead and Mayor met with Jeff Gilbert, CMPO. Meetings in future on extent of

Gateway Drive/new high school and with Logan regarding access on west side of 165 for future development.

- There is currently a transportation bill before the legislature; there will be a tax increase. Purpose is to aid transportation in Utah. Mayor asked B Bagley and J Drew work on a Resolution requesting monies for our roads for repair and maintenance.
- J Drew said these monies are tagged to go to Interstate 15, public transportation, state highways, etc. The purpose is to get consumers out of their vehicles reduce private automobiles on the road.
- Mayor and Skarlet met with Dave Low to discuss Dave's request for prayer at the beginning of City Council meeting.
- Attended retirement dinners for Sherriff Nelson and Lynn Lemon. Will attend Mayor's dinner to meet Chad Jensen, new Sherriff and Craig Buttars, new County Executive.
- Spring Creek Water Company – two new board members. Will meet with them and have report for next council meeting.
- City of Logan owns the new landfill. They have an agreement with the County Council that if they raise rates, they will go to the County Council for approval.
- Upcoming meeting with Blacksmith Fork concerning storm water on 100 North. Will update later.

Executive Session:

Item No. 1. The Providence City Council may enter into a closed session to discuss land acquisition or the sale of real property Utah Code 52-4-205(1) (d) and (e).

Item No. 2. The Providence City Council may enter into a closed session discuss pending litigation Utah Code 52-4-205(1) (c).

Item No. 3. The Providence City Council may enter into a closed session as allowed by Utah Code 52-4-205(1) (a)

Motion to open executive session: Russell, second Baldwin

Vote: Yea: B Bagley, J Baldwin, R Call, J Drew, J Russell

Nay: None

Abstained: None

Excused: None

- John Drew – would like to discuss with Sherriff budget issues with the Sherriff regarding policing issues, etc.
- Mayor suggested giving the new Sherriff a few months on the job before asking him to meet with the Council.
- B Bagley asked if there has been a change in patrols or deputies and asked about CERT.
- S Bankhead said the city has a good relationship with the Sherriff's Department as well as Logan Police Department and the Fire Department. We still have a lot of deputies in Providence. CERT is not currently in our budget, but could be added if the Council want to do that. We still have CERT certified residents.
- J Drew attended CVTD board meeting where they presented a budget. He felt the CVTD board is more of an advocacy board than a watch dog group. He suggested asking Alma Leonhardt to periodically present a report to the Council to keep them informed.
- S Bankhead said she has received a request from a resident to do upholstery out of his garage. Legal Counsel has suggested adding something to our ordinance to allow that since it isn't specifically addressed under business licenses. That will probably come before the Council in the next month.

Motion to adjourn: J Baldwin, second – R Call

Vote: Yea: B Bagley, J Baldwin, R Call, J Drew, J Russell
Nay: None
Abstained: None
Excused: None

Minutes recorded by S Bankhead and prepared by C Craven.

Don W. Calderwood, Mayor

Skarlet Bankhead, City Recorder

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LAND LEASE AGREEMENT

This Agreement, made this _____ day of _____, 20____, between _____, Providence City, with its principal offices located at _____, 15 South Main Street, Providence, Utah 84332, hereinafter designated LESSOR and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at [ADDRESS], [MUNICIPALITY], [COUNTY], [STATE] in Providence, County of Cache, State of Utah, and being described as a 35' by 35' parcel containing 1,225 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a _____ (_____') foot wide right-of-way extending from the nearest public right-of-way, _____, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. ~~The Property is also shown on the Tax Map of the City of _____ as Block _____, Lot _____ and is further described in Deed Book _____ at Page _____ as recorded in the Office of _____.~~

In the event any public utility is unable to use the Rights of Way, due to actions or decisions by the LESSOR, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

~~PLEASE NOTE THERE ARE FOUR DIFFERENT ALTERNATIVES OF SECTION 3a BELOW. PLEASE SELECT ONLY ONE AS APPROPRIATE AND DELETE THE OTHER ALTERNATIVES.~~

~~1. Use if commencement upon installation of equipment:~~

~~a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the~~

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~~Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of _____ Dollars (\$ _____) to be paid in equal monthly installments on the first day of the month, in advance, to _____ or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.~~

~~Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.~~

~~*2. Use if commencement upon building permit or date of execution, whichever is later:*~~

~~a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of _____ Dollars (\$ _____) to be paid in equal monthly installments on the first day of the month, in advance, to _____ or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, or the date of execution of the Agreement by the Parties, whichever is later. In the event the date at which LESSEE is granted a building permit or the date of execution of the Agreement, whichever is applicable, falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1.~~

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~~Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.~~

~~3. Use if commencement upon installation of equipment or date certain which occurs first. Inserted date certain must be 1st of the month:~~

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of ~~_____ Dollars (\$_____)~~ \$9,600.00 to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises, or on the first day of ~~_____ (INSERT MONTH AND YEAR)~~ following twelve (12) months after execution, whichever occurs first. In the event the date of commencing installation of equipment is determinative and such date falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either of the foregoing or ~~_____~~ the first day of the following twelve (12) months after execution, if applicable, being the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date in the event the Commencement Date is based upon the date LESSEE commences installation of the equipment on the Premises. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and no written acknowledgement confirming the Commencement Date is required, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1, and if the Commencement Date is January 1 and a required written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

~~Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.~~

~~4. Use if commencement upon a date certain:~~

~~a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the~~

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~~Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of _____ Dollars (\$_____) to be paid in equal monthly installments on the first day of the month, in advance, to _____ or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence on the first day of _____ (INSERT MONTH AND YEAR) ("Commencement Date"). LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1.~~

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

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4. EXTENSIONS. This Agreement shall automatically be extended for ~~four~~three (4)3 additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to _____ Dollars (\$ _____) \$10,560.00; the annual rental for the second (2nd) five (5) year extension term shall be increased to _____ Dollars (\$ _____); \$11,616.00; and the annual rental for the third (3rd) five (5) year extension term shall be increased to _____ Dollars (\$ _____); and the annual rental for the fourth (4th) five (5) year extension term shall be increased to _____ Dollars (\$ _____); \$12,777.60.

~~6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".~~ INTENTIONALLY DELETED.

7. TAXES. LESSEE shall have the responsibility to pay any and all personal property, real estate taxes, assessments, or charges owed on the Property ~~which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements~~, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the ~~Property~~ Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. ~~LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property.~~ Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. ~~Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.~~

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LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

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9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. Notwithstanding the indemnity in ~~section 10~~, Paragraph 9, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE will maintain at its own cost;

~~ii.~~ i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence.

~~iii.~~ ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence.

~~iii.~~ iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured.

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~~The following is an alternative section c in the event the Premises is part of a purely rural Property. The following is only to be used if there is objection by LESSOR to obtaining insurance.~~

~~d. LESSOR hereby acknowledges that all portions of the Property within three hundred feet (300') of the Premises (hereinafter referred to as the "Insurance Buffer") are currently being used solely for agricultural, forestry or non-commercial purposes. In the event that the current use of the Insurance Buffer changes during the Term, LESSOR agrees that at such time and in the future, and at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence.~~

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ~~ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.~~[INTENTIONALLY DELETED]

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance

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with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. ~~For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.~~

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the

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Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties,

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this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Providence City
15 South Main Street
Providence, UT 84332
Telephone: (435) 752-9441

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. ~~Delete the first sentence of this paragraph if SNDAs for all existing encumbrances are obtained prior to Lease execution. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property.~~ At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement ~~for~~

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~~LESSEE's benefit~~ in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days

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in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any

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way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, ~~provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises~~, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. ~~Notwithstanding the foregoing, the~~The rent shall not abate during the period of repair following such fire or other casualty ~~in proportion to the degree to which LESSEE's use of the Premises is impaired~~.

31. CONDEMNATION. ~~In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally~~

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~~set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.~~ [INTENTIONALLY DELETED].

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

By: Providence City

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UTI PROVIDENCE

12/18/2014

DWT ~~24117223~~24117249v1 0052051-000032

DWT 25554672v1 0052051-000031

DRAFT

By: _____
~~WITNESS~~ _____
Its: _____ Name: _____
Title: _____
Date: _____

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
By: _____

~~WITNESS~~ _____
~~Its:~~ _____
By: _____

Name: Brian Mecum
Title: Area Vice President Network
Date: _____
Date: _____

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EXHIBIT "A" (Page 1 of 2)
Legal Description

PARCEL 1: 02-091-0012

PART OF LOTS 2 AND 3, BLOCK 34, PLAT "A" PROVIDENCE FARM SURVEY DESCRIBED AS FOLLOWS:

BEGINNING 40 RODS NORTH OF THE SOUTHEAST CORNER OF LOT 3 AND RUNNING THENCE NORTH 5.25 CHAINS; THENCE WEST 10 CHAINS; THENCE SOUTH 5.25 CHAINS; THENCE EAST 10 CHAINS TO THE PLACE OF BEGINNING.

SUBJECT TO A 1 ROD RIGHT OF WAY OVER THE WEST 1 ROD OF SAID PROPERTY..

ALSO:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID LOT 2, AND RUNNING THENCE EAST TO A POINT 483 FEET WEST OF THE NORTHWEST CORNER OF LOT 4, BLOCK 16, PLAT "A" PROVIDENCE TOWNSITE SURVEY (BEING THE EAST LINE OF THE ABANDONED UTAH IDAHO CENTRAL RAILROAD CORPORATION RIGHT OF WAY) THENCE NORTHWESTERLY ALONG THE EAST LINE OF SAID ABANDONED RIGHT OF WAY TO A POINT 553 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH TO BEGINNING; BEING SITUATE IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN.

EXCEPTING THEREFROM THE WEST 3 ACRES PREVIOUSLY DEEDED TO PROVIDENCE CITY IN BOOK 450 AT PAGE 417 IN THE OFFICE OF THE RECORDER OF CACHE COUNTY, UTAH.

EXCEPTING THEREFROM THE EASTERLY 110.21 AS RECORDED IN A DEED RECORDED JULY 18, 2000 IN BOOK 954 AT PAGE 193 IN THE OFFICE OF THE RECORDER OF CACHE COUNTY, UTAH.

PARCEL 2: 02-091-0034

PART OF LOTS 2 AND 3, BLOCK 34, PLAT "A" PROVIDENCE FARM SURVEY DESCRIBED AS FOLLOWS:

THE WEST 3 ACRES OF THE FOLLOWING DESCRIBED PARCEL;

BEGINNING 40 RODS NORTH OF THE SOUTHEAST CORNER OF LOT 3 AND RUNNING THENCE NORTH 5.25 CHAINS; THENCE WEST 10 CHAINS; THENCE SOUTH 5.25 CHAINS; THENCE EAST 10 CHAINS TO THE PLACE OF BEGINNING.

SUBJECT TO A 1 ROD RIGHT OF WAY OVER THE WEST 1 ROD OF SAID PROPERTY.

ALSO:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID LOT 2, AND RUNNING THENCE EAST TO A POINT 483 FEET WEST OF THE NORTHWEST CORNER OF LOT 4, BLOCK 16, PLAT "A" PROVIDENCE TOWNSITE SURVEY (BEING THE EAST LINE OF THE ABANDONED UTAH IDAHO CENTRAL RAILROAD CORPORATION RIGHT OF WAY) THENCE NORTHWESTERLY ALONG THE EAST LINE OF SAID ABANDONED RIGHT OF WAY TO A POINT 553 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH TO BEGINNING; BEING SITUATE IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN.

Tax ID: 02-091-0012 and 02-091-0034

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EXHIBIT “A”(Page 2 of 2)
Description of Premises

See attached.

DRAFT

FILED FOR RECORD AT REQUEST OF

Exhibit "A"

AND WHEN RECORDED RETURN TO:

Davis Wright Tremaine LLP

Attn: C. Eng

777 108th Avenue NE, Suite 2300

Bellevue, WA 98004-5149

Space above this line is for Recorder's use.

Memorandum of Land Lease Agreement

<u>Grantor:</u>	<u>Providence City</u>
<u>Grantee:</u>	<u>Verizon Wireless (VAW) LLC d/b/a Verizon Wireless</u>
<u>Legal Description:</u>	<u>County of Cache, State of Utah</u> <u>Official legal description as Exhibit A</u>
<u>Assessor's Tax Parcel ID#:</u>	<u>02-091-0012 and 02-091-0034</u>
<u>Reference # (if applicable):</u>	

10/10/14

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MEMORANDUM OF LAND LEASE AGREEMENT

THIS MEMORANDUM OF LAND LEASE AGREEMENT evidences that a Land Lease Agreement ("Agreement") was entered into as of _____, 201____, by and between Providence City ("Lessor"), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("Lessee"), for certain real property located in Providence, County of Cache, State of Utah, within the property of Lessor which is described in Exhibit "A" attached hereto ("Legal Description"), together with a right of access and to install and maintain utilities, for an initial term of five (5) years commencing as provided for in the Agreement, which term is subject to Lessee's rights to extend the term of the Agreement as provided in the Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Memorandum of Land Lease Agreement as of the day and year last below written.

LESSOR: Providence City

By: _____
Name: _____
Title: _____
Date: _____

LESSEE: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: _____
Brian Mecum
Area Vice President Network
Date: _____

Exhibit A – Legal Description

12/18/14

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LESSOR ACKNOWLEDGEMENT

STATE OF _____)
_____) ss.
COUNTY OF _____)

On this _____ day of _____, 201____, before me, a Notary Public in and for the State of _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the _____ of Providence City, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of _____,
residing at _____
My appointment expires _____
Print Name _____

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LESSEE ACKNOWLEDGMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss.
County of Orange)

On _____ before me, _____, Notary Public,
personally appeared Brian Mecum,
who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in his
authorized capacity, and that by his signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

12/18/14

DRAFT
EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1: 02-091-0012

PART OF LOTS 2 AND 3, BLOCK 34, PLAT "A" PROVIDENCE FARM SURVEY DESCRIBED AS FOLLOWS:

BEGINNING 40 RODS NORTH OF THE SOUTHEAST CORNER OF LOT 3 AND RUNNING THENCE NORTH 5.25 CHAINS; THENCE WEST 10 CHAINS; THENCE SOUTH 5.25 CHAINS; THENCE EAST 10 CHAINS TO THE PLACE OF BEGINNING.

SUBJECT TO A 1 ROD RIGHT OF WAY OVER THE WEST 1 ROD OF SAID PROPERTY..

ALSO:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID LOT 2, AND RUNNING THENCE EAST TO A POINT 483 FEET WEST OF THE NORTHWEST CORNER OF LOT 4, BLOCK 16, PLAT "A" PROVIDENCE TOWNSITE SURVEY (BEING THE EAST LINE OF THE ABANDONED UTAH IDAHO CENTRAL RAILROAD CORPORATION RIGHT OF WAY) THENCE NORTHWESTERLY ALONG THE EAST LINE OF SAID ABANDONED RIGHT OF WAY TO A POINT 553 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH TO BEGINNING; BEING SITUATE IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN.

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SUBJECT TO A 1 ROD RIGHT OF WAY OVER THE WEST 1 ROD OF SAID PROPERTY.

ALSO:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID LOT 2, AND RUNNING THENCE EAST TO A POINT 483 FEET WEST OF THE NORTHWEST CORNER OF LOT 4, BLOCK 16, PLAT "A" PROVIDENCE TOWNSITE SURVEY (BEING THE EAST LINE OF THE ABANDONED UTAH IDAHO CENTRAL RAILROAD CORPORATION RIGHT OF WAY) THENCE NORTHWESTERLY ALONG THE EAST LINE OF SAID ABANDONED RIGHT OF WAY TO A POINT 553 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH TO BEGINNING; BEING SITUATE IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN.

Tax ID: 02-091-0012 and 02-091-0034

(Sketch of Premises within Property)

12/19/14

Document comparison by Workshare Compare on Thursday, December 18, 2014 9:33:42 AM

Input:	
Document 1 ID	interwovenSite://DWTDPCS/DWT/24117223/1
Description	#24117223v1<DWT> - VZW Land Lease Agreement-Corrected 042414
Document 2 ID	interwovenSite://DWTDPCS/DWT/25554541/1
Description	#25554541v1<DWT> - UT1 PROVIDENCE Land Lease
Rendering set	standard no moves

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	133
Deletions	70
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	203

Ordinance No. 2015-005

AN ORDINANCE AMENDING PROVIDENCE CITY CODE TITLE 7 PUBLIC WAYS AND PROPERTY,
CHAPTER 6 CANALS AND WATERCOURSES BY AMENDING SECTION 2 CLEANING AND REPAIR

WHEREAS UCA § 10-3-702 states *"The governing body may pass any ordinance to regulate, require, prohibit, govern, control or supervise any activity, business, conduct or condition authorized by this act or any other provision of law. . ."* and

WHEREAS UCA 73-1-15 states *"Obstructing canals or other watercourses -- Penalties.*

(1) Whenever any person has a right-of-way of any established type or title for any canal or other watercourse it shall be unlawful for any person to place or maintain in place any obstruction, or change of the water flow by fence or otherwise, along or across or in such canal or watercourse, except as where said watercourse inflicts damage to private property, without first receiving written permission for the change and providing gates sufficient for the passage of the owner or owners of such canal or watercourse. That the vested rights in the established canals and watercourse shall be protected against all encroachments. That indemnifying agreements may be entered as may be just and proper by governmental agencies.

(2) Any person violating this section is guilty of a crime punishable under Section 73-2-27.

(3) Any person who commits an act defined as a crime under this section is also liable for damages or other relief and costs in a civil action to any person injured by that act.

(4)

(a) A civil action under this section may be brought independent of a criminal action.

(b) Proof of the elements of a civil action under this section need only be made by a preponderance of the evidence."

WHEREAS Providence City desires to provide for the health, safety, and welfare, and promote the prosperity, peace and good order, comfort, convenience, and aesthetics of each municipality and its present and future inhabitants and businesses, to protect the tax base, to secure economy in governmental expenditures, to foster the state's agricultural and other industries, to protect both urban and nonurban development, to protect and ensure access to sunlight for solar energy devices, to provide fundamental fairness in land use regulation, and to protect property values in areas that may be considered sensitive, including but not limited to fire danger, slope, soil content.

- Providence City staff has prepared the attached code amendment:
 - Changing "ditches" to "waterways"
 - Adding "or on a street side yard"
 - Adding "(whether or not they own stock/shares in an irrigation company)"
 - Adding requirements regarding the Municipal Separate Storm Sewer System (MS4).

THEREFORE be it ordained by the Providence City Council

- The attached code amendment shall be approved; and
- This ordinance shall become effective immediately upon passage and posting.

Ordinance adopted by vote of the Providence City Council this 27 day of January 2015.

Council Vote:

Bagley, Bill	()Yes	()No	()Excused	()Abstained	()Absent
Baldwin, Jeff	()Yes	()No	()Excused	()Abstained	()Absent
Call, Ralph	()Yes	()No	()Excused	()Abstained	()Absent
Drew, John	()Yes	()No	()Excused	()Abstained	()Absent
Russell, John	()Yes	()No	()Excused	()Abstained	()Absent

Signed by Mayor Don W Calderwood this day of January 2015.

Providence City

Don W. Calderwood, Mayor

Attest:

Skarlet Bankhead, Recorder

CHAPTER 6

CANALS AND WATERCOURSES

SECTION:

- 7-6-1: Owner's Name Filed
- 7-6-2: Cleaning and Repair
- 7-6-3: Overflow Prevention
- 7-6-4: Prohibited Acts
- 7-6-5: Water Master
- 7-6-6: Penalty

7-6-1: OWNER'S NAME FILED: It shall be the duty of every person operating any watercourses within the City to file with the Public Works Director the name of the owner of any canal. (1977 Code §13-364; 1998 Code)

7-6-2: CLEANING AND REPAIR:

A. Owners; Operators:

1. Required: It shall be the duty of all persons owning or operating any watercourse within the City to clean out and maintain the same in proper repair and to construct and maintain proper dams, headgates and boxes for the distribution of the water flowing in such watercourse. (1977 Code § 13-361)

2. Time Limitation: Any owner or occupant who fails or neglects to properly clean any ditch as heretofore provided on or before May 1 of each year, or to properly clean ditches within five (5) days after notice thereof shall have been given by the Public Works Director, shall be liable to the penalty hereinafter prescribed in this Chapter and shall, in addition to such penalty, be liable for all costs and expenses incurred by the Public Works Director in properly cleaning, repairing and caring for said ditch according to the provisions of this Chapter. (1977 Code § 13-366; 1998 Code)

B. City Ditches Waterways: All owners or occupants of property in the City having ditches running in front or on a street side yard of their lots between the street and the sidewalks (whether or not they own stock/shares in an irrigation company) are hereby required to maintain and keep the ditches clean so that the water therein shall not flow to injure streets or sidewalks, or waste water during any period of its allotment for irrigation purposes. (1977 Code § 13-367)

1. City Waterways part of the Municipal Separate Storm Sewer System (MS4). A MS4 is the conveyances owned and operated by the

municipality for the collection and transportation of storm water, including the roads and streets and their drainage systems, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

2. All owners or occupants described above are hereby required to maintain and keep the waterways clean throughout the year so that:

a. Storm water (storm water runoff, snow melt runoff, surface runoff, street wash waters related to street cleaning or maintenance, infiltration and drainage) therein shall not flow to injure streets sidewalks.

b. There are no illicit connections (illegal and/or unauthorized connections to the municipal separate storm water system whether or not such connections result in discharges into that system) or illicit discharge (any discharge to the municipal separate storm sewer system that is not composed entirely of storm water and not specifically exempted under the Permit). See Chapter 8 of this Title.

7-6-3: OVERFLOW PREVENTION: Wherever by reason of the maintenance of any dam or obstruction in the natural channel of any stream, any person causes the water flowing in such natural channel to be raised or backed up so that there is danger that the same will overflow the banks of such stream and cause damage to private property within the City where the same will not be occasioned, except for the maintenance of such dam or obstruction, it shall be the duty of such person to raise and strengthen properly the banks of such stream and to take such other measures as shall protect private property from injury by reason of the said obstruction kept and maintained in such natural channel. (1977 Code § 13-362)

7-6-4: PROHIBITED ACTS: It shall be unlawful for any person to:

A. **Damage To Property:** Negligently permit or allow a large volume of water to be turned into any canal or watercourse situated or passing through the City without first carefully cleaning the canal and without carefully attending the water so as to prevent the same from becoming clogged and overflowing the banks of such canal to the injury or damage of private property within the corporate limits of the City.

B. **Flowing on Streets, Sidewalks:** Allow irrigation water to flow from any irrigation ditch which he is required to keep clean or from any premises under his charge or control upon the streets or sidewalks of the City.

C. **Obstructions:** Place or maintain in or about any water ditch an obstruction of any kind, which hinders or prevents the free passage of water through such ditches. (1977 Code § 13-365)